REMARKS/ARGUMENTS

Summary of Telephone Interview

Applicants acknowledge with appreciation the telephone interview held with Examiner McAllister on June 14, 2004. Though agreement was not reached, the Examiner indicated that amending the independent claims to more particularly point out the handling of delivery information could overcome the art of record.

Status of the Application

Claims 1-15 are pending and stand rejected. Claims 1, 7 and 12 have been amended to more particularly recite the features of the claimed invention and find support in the application as originally filed at, for example, p. 5, ll. 21-29, and p. 7, ll. 21-25. Applicants thus maintain the patentability of claims 1-15. No new matter has been added by this reply.

Anticipation Rejections – 35 U.S.C. § 102(e)

Claims 1, 3, 6, 7, 9 and 12-15 stand rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by U.S. Pat. No. 6,578,014 (Murcko). Applicants respectfully traverse the rejection because Murcko fails to disclose every feature of claims 1, 3, 6, 7, 9 and 12-15, namely, as represented by claim 1:

> A method for processing an electronic request to purchase goods or services, the method comprising:
> ...
> providing the shopper with delivery information;
> recognizing the occurrence of a triggering event *that affects the performance of the delivery*;
> if the shopper has selected the notification option and supplied the notification information, notifying the shopper that the triggering event has occurred via the at least one communication pathway; and
> *notifying the shopper of a changed delivery date.* (Emphasis added.)

The claimed invention is directed to an electronic method for enabling a shopper to purchase a good or service from a seller. During the transaction, the shopper is presented with a notification option. (*See* application, as filed, at p. 5, l. 21 – p. 6, l. 24.) If the shopper selects the option, the shopper is able to supply notification information, which relates to a communication pathway for communicating with the shopper. Once the transaction has been completed (*e.g.*, the good and/or service is selected and payment arranged), the shopper is provided with delivery information. At some point, the occurrence of a triggering event that affects the performance of the delivery is detected. (Application, as filed, at p. 6, l. 30 – p. 7, l. 2.) If the shopper had selected the notification option and supplied the notification information, the shopper is notified of the occurrence of the triggering event and of a changed delivery date. (Application, as filed, at p. 7, ll. 21-25).

In contrast, Murcko discloses a method for enabling "post-transaction pricing," where a buyer may decide on the price he or she wishes to pay for an item *after* the buyer has received that item (*see* Abstract; col. 3, ll. 42-57). The system includes a database that contains participant and transaction information, and buyers and sellers communicate by way of an electronic network and system operator (col. 4, ll. 5-14). A seller who wishes to sell an item accesses the system operator located at a remote server and identifies potential buyers. The seller then transmits information pertaining to the item to the potential buyer. If the buyer selects the item, and the seller consents, *the item is sent to the purchaser* (*see, e.g.*, col. 22, ll. 42-49). The purchaser then accepts or rejects the item, determines the value of the item, and remits a price to the seller (col. 22, l. 50 – col. 23, l. 16). Databases 500, 600 and 1000 track the payment history of purchasers and the prices typically obtained by sellers, so other parties can determine whether they desire to conduct business with the buyer and/or seller in the future (col. 3. ll. 43-62; col. 16, l. 32 – col. 18, l. 13). The process of completing a transaction takes place by way of participant interaction with a web site or by sending and receiving email. Furthermore, participants in Murcko have the option to be notified of changes in *the status of the transaction* (col. 12, l. 44 – col. 13, l. 2).

Notably, the notification feature of Murcko deals with events that take place *prior to the completion of the transaction*. In addition, the goods in Murko are typically in the form of information, in which case delivery information is largely irrelevant (*see* col. 7, ll. 45-62).

Even in the rare cases when the Murko system enables a transaction involving goods, the statuses that are tracked are related to the *transaction* rather than to the *delivery* of the goods themselves. For example, an example of the status 522 of Fig. 5a is "delivered but price not yet set," which refers to the point in the *transaction* after the buyer has received the item, but before the buyer has accepted/rejected the item and/or remitted payment.

Thus, Murcko fails to disclose a "recognizing the occurrence of a triggering event *that affects the performance of the delivery*." In addition, Murcko fails to disclose "*notifying the shopper of a changed delivery date*." Accordingly, Applicants respectfully submit that claim 1 is not anticipated by Murcko because Murcko fails to disclose every feature of independent claim 1. In addition, because claims 3 and 6 depend on claim 1, Applicants respectfully submit that claims 3 and 6 are also not anticipated by Murcko. Likewise, because independent claims 7 and 12 contain similar features to those of claim 1, Applicants respectfully submit that claims 7 and 12, as well as dependent claims 9 and 13-15, are also not anticipated by Murcko. Withdrawal of the rejection of claims 1, 3, 6, 7, 9 and 12-15 under 35 U.S.C. § 102(e) is therefore respectfully requested.

Claims 12-15 stand rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by or, in the alternative, as allegedly being unpatentable over U.S. Pat. No. 6,470,323 (Suzuki). Applicants respectfully traverse the rejection because Suzuki fails to disclose, teach or suggest every feature of claims 12-15, namely, as represented by claim 12:

> A server computer for processing an electronic request to purchase goods or services from a shopper, the server comprising:
> ...
> a processing engine in communication with the communications interface
> *for providing to the shopper an opportunity to select a notification option...*;
> for providing the shopper with delivery information;
> for recognizing the occurrence of a triggering event *that affects the performance of the delivery*;
> for notifying the shopper that the triggering event has occurred via the at least one communication pathway *if the shopper has selected the notification option and supplied the notification information*;
> for notifying the shopper of *a changed delivery date*.
> (Emphasis added.)

In contrast, Suzuki discloses a goods sales management system in which a goods sales management apparatus 1 is coupled to plural customer processors 31 and 32 (col. 2, ll. 37-51). The goods sales management apparatus "conventionally" receives a goods request from one or more of the customer processors (col. 4, ll. 53-59). When the inventory of requested goods is zero, the "*order cannot be filled or satisfied.*" (col. 3, ll. 21-23; emphasis added). The conditions or specifications describing goods that are not currently available are stored in a retrieval history memory (col. 5, ll. 16-18).

At some point in the future, goods corresponding to the characteristics of the *unfilled* order arrives (col. 5, ll. 34-37). When this happens, a merchandising notice sending process may send a message to the relevant customer processor (col. 5, ll. 52-62). The system may also send a notice whenever the newly arrived goods only partially match a previously unsatisfied request (*id.*). In such a manner, Suzuki attempts to overcome the shortcomings of the described prior art that "fails to notify customers that previously ordered goods, that were out of stock at the time of the previous order, have arrived and *are available for ordering*" (col. 1, ll. 28-31; emphasis added).

Suzuki fails to disclose, as the Examiner has acknowledged in the alternative grounds for rejection, "providing to the shopper *an opportunity to select a notification option.*" Applicants further submit that Suzuki fails to disclose "notifying [a] shopper that [a] triggering event has occurred ... *if the shopper has selected the notification option and supplied the notification information*" as claimed.

In addition, Applicants respectfully submit that Suzuki fails to disclose "recognizing the occurrence of a triggering event *that affects the performance of [a] delivery*" and "notifying the shopper *of a changed delivery date*" as claimed. For example, Suzuki discloses sending a notice when goods arrive that completely or partially match a previous *unsatisfied request* (*i.e.*, an incomplete transaction), rather than notifying a customer of an event that affects the performance of a *delivery* (*i.e.*, the result of a completed transaction). At no point does Suzuki disclose providing a notification option, or the sending of a message, based on a triggering event that affects the performance of a *delivery*. Because Suzuki fails to disclose every limitation of claim 12, Applicants respectfully submit that claim 12, as well as dependent claims 13-15, are not anticipated by Suzuki.

It would also not be obvious to modify Suzuki to recognize the occurrence of a triggering event that affects the performance of a delivery, or to notify the customer of a changed delivery date. Suzuki merely discloses transmitting a message to a customer to notify him or her that a previously unavailable item is *now available for purchase*. Applicants respectfully submit that it would not be obvious to modify Suzuki to either recognize the occurrence of a triggering event that affects the performance of a delivery, or to notify the customer of a changed delivery date. This is because in Suzuki *nothing is scheduled to be delivered when the notification is sent* – the item was not available when the original order took place *and was therefore not ordered*. The notice in Suzuki serves to notify a customer that *a previously unavailable and unordered item is now available* and ready to be purchased. This teaches away from notifying a shopper that the *delivery* of *a previously ordered item* has been affected by an event, and relaying *a changed delivery date* for such an item.

Therefore, Applicants respectfully submit that claims 12-15 are not anticipated by, and patentably define over, Suzuki. Accordingly, withdrawal of the rejection of claims 12-15 under 35 U.S.C. §§ 102(e) and/or 103(a) is respectfully requested.

Obviousness Rejection - 35 U.S.C. § 103(a)

Claims 1 and 7 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Suzuki in view of Murcko.

Independent claims 1 and 7 describe similar features to those of claim 12, and therefore claims 1 and 7 are patentable at least for the reasons set forth above. In addition, Applicants respectfully submit that Murcko fails to cure the deficiencies of Suzuki. As was also noted above, Murcko, like Suzuki, fails to disclose a "recognizing the occurrence of a triggering event *that affects the performance of the delivery,*" as well as "*notifying the shopper of a changed delivery date.*" Because Suzuki and Murcko, either alone or in combination, fail to teach or suggest the above-referenced features, Applicants respectfully submit that claims 1 and 7 patentably define over the art of record. Accordingly, withdrawal of the rejection of claims 1 and 7 under 35 U.S.C. § 103(a) is respectfully requested.

Claims 2, 3, 6, 8, 9, and 14 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Suzuki in view of Murcko, and further in view of U.S. Pat. No. 6,101,486

(Roberts). In addition, claims 4, 5, 10 and 11 stand rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Suzuki in view of Murcko, and further in view of "Presence: The Best Thing That Ever Happened To Voice" (and "Presence" hereinafter). Claims 2-6 depend from claim 1, claims 8-11 depend from claim 7, and claim 14 depends from claim 12, and therefore these claims are patentable at least for the reasons set forth above.

In addition, Applicants respectfully submit that neither Roberts nor Presence cure the deficiencies of Suzuki and Murcko, either taken alone or in combination. Roberts is directed to a system for collecting customer profile information and for using such information to present customized websites. As noted by the Examiner, the profile information may include an email address. Notably, Roberts fails to teach or suggest "recognizing the occurrence of a triggering event *that affects the performance of [a] delivery*," and "*notifying [a] shopper of a changed delivery date*" as claimed. Therefore, Applicants respectfully submit that claims 2, 3, 6, 8, 9, and 14 patentably define over Suzuki, Murcko and Roberts, either alone or in combination. Accordingly, withdrawal of the rejection of claims 2, 3, 6, 8, 9, and 14 under 35 U.S.C. § 103(a) is respectfully requested.

Presence is directed to various automated methods for communicating with a person using the person's status, communications capabilities and preferences at any particular moment, but Presence also fails to teach or suggest "recognizing the occurrence of a triggering event *that affects the performance of [a] delivery*," as well as "*notifying [a] shopper of a changed delivery date*" as claimed. Accordingly, Applicants respectfully submit that claims 4, 5, 10 and 11 patentably define over Suzuki, Murcko and Presence, either alone or in combination. Accordingly, withdrawal of the rejection of claims 4, 5, 10 and 11 under 35 U.S.C. § 103(a) is respectfully requested.

CONCLUSION

For the foregoing reasons, Applicants respectfully submit that all of the claims of the present application patentably define over the prior art of record. Reconsideration of the Office Action and a Notice of Allowance are respectfully requested. In the event that the Examiner cannot allow the present application for any reason, the Examiner is encouraged to contact the undersigned attorney, Christos A. Ioannidi at (215) 564-8994, to discuss resolution of any remaining issues.

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